

required to pay 20% of the cash amount and 100% of the common stock to Waste Management, Inc. within 30 days after the entry of the Settlement Agreement.

The Department of Justice will receive, for a period of thirty (30) days from the date of this publication, comments relating to the proposed Settlement Agreement. Comments should be addressed to the Assistant Attorney General for the Environment and Natural Resources Division, Department of Justice, Washington, DC 20530, and should refer to DOJ Ref. #90-11-2-878.

The proposed Settlement Agreement may be examined at the Office of the United States Attorney for the District of Connecticut, 915 Lafayette Boulevard, Bridgeport, Connecticut 06604; the Region III Office of the Environmental Protection Agency, 841 Chestnut Building, Philadelphia, Pennsylvania 19107; and at the Consent Decree Library, 1120 G Street, NW., 4th Floor, Washington, DC 20005, 202-624-0892. A copy of the proposed Settlement Agreement may be obtained in person or by mail from the Consent Decree Library, 1120 G Street, NW., 4th Floor, Washington, DC 20005. In requesting a copy, please refer to the referenced case and enclose a check in the amount of \$3.50 (25 cents per page reproduction costs), payable to the Consent Decree Library.

Bruce S. Gelber,

Acting Chief, Environmental Enforcement Section, Environment and Natural Resources Division.

[FR Doc. 95-25282 Filed 10-11-95; 8:45 am]

BILLING CODE 4410-01-M

Antitrust Division

United States versus Greyhound Lines, Inc.; Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)-(h), that a proposed Final Judgment, Stipulation, and Competitive Impact Statement have been filed with the United States District Court for the District of Columbia, in *United States v. Greyhound Lines, Inc.*, Civil Action No. 95:CV01852. The Complaint in this case alleges that lease agreements between Greyhound and tenant bus companies operating at Greyhound's terminals violate Section 1 of the Sherman Act. The standard Bus Terminal License agreement between Greyhound and its tenants prohibits the tenants from selling tickets within a 25-mile radius of

Greyhound's terminal or from accepting the tickets of other bus companies sold in this area. This provision is commonly known as the "25-mile rule." The Complaint alleges that the 25-mile rule restricts competition in the provision of intercity bus transportation by preventing Greyhound's tenants from providing connecting service with bus companies operating at other terminals and from providing bus service from non-terminal facilities, such as airports and train stations. The Complaint also alleges that the 25-mile rule restricts competition in the distribution and sale of tickets for intercity bus transportation.

On September 28, 1995, the United States and Greyhound filed a Stipulation in which they consented to the entry of a proposed Final Judgment providing the relief the United States seeks in the Complaint. The proposed Final Judgment requires Greyhound to remove the 25-mile rule from its Bus Terminal License agreements within 60 days of the entry of the Final Judgment. The proposed Final Judgment also enjoins Greyhound from terminating or discriminating against a tenant in order to prevent ticket sales outside the Greyhound terminal. Furthermore, Greyhound is enjoined from entering into exclusive interconnection agreements with other bus companies.

Public comment is invited within the statutory 60-day comment period. Such comments and responses thereto will be published in the Federal Register and filed with the Court. Comments should be directed to Roger W. Fones, Chief, Transportation, Energy & Agriculture Section, Antitrust Division, Department of Justice, Room 9104, 555 Fourth Street, NW., Washington, DC 20001 (telephone: 202-307-6351).

Rebecca P. Dick,

Deputy Director, Office of Operations, Antitrust Division.

United States District Court for the District of Columbia

United States of America, Plaintiff v. Greyhound Lines, Inc., Defendant.

[Civil Action No. 95-1852]

Stipulation

It is stipulated by and between the undersigned parties, by their respective attorneys that:

1. The Court has jurisdiction over the subject matter of this action and over each of the parties thereto, and venue of this action is proper in the District of Columbia;

2. The parties consent that a Final Judgment in the from hereto attached may be filed and entered by the Court, upon the motion of any party or upon

the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act (15 U.S.C. 16), and without further notice to any party or other proceedings, provided that the Plaintiff has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on Defendant and by filing that notice with the Court;

3. In the event Plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatsoever, and the making of this Stipulation shall be without prejudice to pay party in this or any other proceeding.

Dated: September 28, 1995.

For Plaintiff United States of America.

Michael D. Billiel,

Michele B. Felasco,

Attorneys, U.S. Department of Justice, Antitrust Division, 555 Fourth Street, N.W., Room 9104, Washington, D.C. 20001, (202) 307-6666.

For Defendant Greyhound Lines, Inc.

Mark F. Horning,

Margaret M. Clark,

Steptoe & Johnson, 1330 Connecticut Avenue, N.W., Washington, D.C. 20036-1795, (202) 429-8126.

United States District Court for the District of Columbia

United States of America, Plaintiff. v. Greyhound Lines, Inc., Defendant.

[Civil Action No. 95-1852]

Final Judgment

Plaintiff, United States of America, filed its Complaint on September 28, 1995. Plaintiff and Defendant, by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law. This Final Judgment shall not be evidence against or an admission by any party with respect to any issue of fact or law. Nothing in this Final Judgment shall constitute an admission by Defendant of any violation of law, liability or wrongdoing. Therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties, it is hereby

Ordered, adjudged, and decreed, as follows:

I

Jurisdiction

This Court has jurisdiction of the subject matter of this action and of each of the parties consenting hereto. The Complaint states a claim upon which relief may be granted against the

defendant under Section 1 of the Sherman Act, 15 U.S.C. 1.

II

Definitions

As used herein, the term:

(A) "BTL Agreement" means the Bus Terminal License Agreement between Greyhound Lines, Inc., as owner, leaseholder or operator of a bus terminal, and a tenant carrier.

(B) "Defendant" means Greyhound Lines, Inc., each of its predecessors, successors, divisions, subsidiaries, and affiliates, each other person directly or indirectly, wholly or in part, owned or controlled by it, and each partnership or joint venture to which any of them is a party, and all present and former employees, directors, officers, agents, consultants or other persons acting for or on behalf of any of them.

(C) "Tenant carrier" means any bus company that is a tenant at a bus terminal owned, leased or operated by Defendant.

(D) "Twenty-five (25) Mile Rule" means that provision in Greyhound's BTL Agreements that reads substantially as follows:

Subject to Section 1, Licensee agrees that during the term hereof, it will use the Terminal as its major terminal in the City of [Name of City] for the aforesaid operations and will not without the prior written consent of the Company allow or permit any tickets or busbills to be sold at any other place within a twenty-five (25) mile radius of the Terminal, other than the Terminal, or honor the tickets or busbills of any other carrier for such transportation which are sold within the said twenty-five (25) mile radius. Notwithstanding the foregoing, tickets or busbills of Licensee may continue to be sold, and Licensee may honor the tickets or busbills of other carriers which are sold, at any place within the said twenty-five (25) mile radius where they are being sold as of the date of this Agreement. A list of such places where tickets or busbills of Licensee are sold within the twenty-five (25) mile radius of the Terminal is appended to this Agreement as Appendix 3. If Licensee wishes to change any such place of sale of its tickets or busbills to another place within five (5) miles of such place and within the said twenty-five (25) mile radius of the Terminal, Licensee may make such change upon thirty (30) days written notice to Company. It is further understood that in all of Licensee's bus schedules and advertising pertaining to its aforesaid operations, the terminal shall appear as the only place in the City of _____ where tickets or busbills are on sale.

III

Applicability

(A) This Final Judgment applies to the defendant and to each of its subsidiaries, successors, assigns, officers, directors, employees, and

agents, and to all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

(B) Nothing contained herein shall suggest that any portion of this Final Judgment is or has been created for the benefit of any third party and nothing herein shall be construed to provide any rights to any third party.

IV

Prohibited Conduct

(A) Defendant is ordered, within 60 days from the date of entry of this Final Judgment, to remove from each of its BTL Agreements the Twenty-five (25) Mile Rule. Defendant may comply with this provision by amending its existing BTL agreements to remove the Twenty-five (25) Mile Rule or by terminating such Agreements and negotiating new agreements not containing the Twenty-five Mile Rule.

(B) Defendant is restrained and enjoined from:

1. conditioning access to its terminals, directly or indirectly, upon a tenant carrier agreeing not to: (i) sell its tickets or busbills at locations other than the Greyhound terminal, or (ii) honor the tickets or busbills of another carrier sold at such other locations.

2. terminating or threatening to terminate any BTL Agreement where the purpose or effect of such termination or threat of termination is to prohibit a tenant carrier from (i) selling its tickets or busbills at locations other than the Greyhound terminal, for transportation services using that Greyhound terminal or a terminal or facility that is competitive with such Greyhound terminal, or (ii) honoring the tickets or busbills of another carrier sold at such other locations.

3. discriminating against any tenant carrier in the terms or conditions of any BTL Agreement or other agreement governing the lease of space in a bus terminal, where the purpose or effect of such discrimination is to (a) prohibit a tenant carrier from (i) selling its tickets or busbills at locations, other than the Greyhound terminal, for transportation services using that Greyhound terminal or a terminal or facility that is competitive with such Greyhound terminal, or (ii) honoring the tickets or busbills of another carrier sold at such other locations, or (b) prohibit or substantially limit the tenant from interlining any of its traffic with another carrier at another terminal.

4. refusing to interline with any other carrier unless that carrier agrees to interline all of its traffic in a city or area

with Greyhound, provided, however, that this paragraph shall not apply to an agreement between Greyhound and its franchisee, operating lessee or contractor.

(C) Nothing in this Final Judgment shall:

1. affect any provisions of defendant's existing BTL Agreements, other than the Twenty-five (25) Mile Rule.

2. restrict Greyhound from (i) negotiating or renegotiating any percentage or minimum rents or other terms of compensation, including different terms of compensation for different tenants, provided that such differences in rents or terms of compensation are not conditioned on the tenant's use or non-use of a terminal other than the Greyhound terminal or (ii) from requiring that a tenant provide Greyhound with information on traffic volume using the Greyhound terminal, ticket sales of originating traffic or similar information needed to calculate or adjust compensation.

3. restrict Greyhound from negotiating or renegotiating any non-compensation terms or provisions in its current or future BTL Agreement, except as provided in paragraph B above.

4. affect Greyhound's right to grant, control or terminate access to or usage of its terminals, including but not limited to termination for breach of a BTL Agreement, except as provided in paragraph B above.

5. affect Greyhound's right to terminate any BTL Agreement due to a tenant carrier's refusal to renegotiate or agree to amended terms and conditions of a BTL Agreement, except as provided in paragraph B above.

6. except as provided in paragraphs B(3) and C(2) above, require Greyhound to offer all tenants at a terminal identical terms of access, including but not limited to terms of compensation.

7. affect Greyhound's obligation to comply with any federal, state or local law, rule, regulation or administrative order pertaining to terminal access or the interlining of traffic among carriers or affect Greyhound's operations pursuant to any effective tariff filed with the Interstate Commerce Commission or any successor agency, including any Commission or agency decision ruling upon or interpreting such tariff, or any pooling agreements while approved by the Interstate Commerce Commission or any successor agency.

8. affect Greyhound's unilateral right to: (i) refuse to enter into, or terminate any interline agreement with any carrier; (ii) refuse to provide services to any carrier that has not authorized Greyhound to furnish such services or has not agreed to compensate

Greyhound for such services pursuant to an agreement, or (iii) establish passenger or package express fares, terms or conditions relating to its transportation services.

V

Disclosure

Defendant is ordered to send, within 60 days from the date of entry of this Final Judgment, a copy of this Final Judgment to each tenant carrier subject to a BTL Agreement, together with a written statement that the Twenty-five (25) Mile Rule is no longer in effect and will not be enforced.

VI

Compliance Program

Defendant is ordered to maintain an antitrust compliance program which shall include the following:

(A) Designating within 30 days of entry of this Final Judgment, an Antitrust Compliance Officer with responsibility for accomplishing the antitrust compliance program and with the purpose of achieving compliance with this Final Judgment. The Antitrust Compliance Officer shall, on a continuing basis, supervise the review of the current and proposed activities of defendant to ensure that it complies with this Final Judgment.

(B) The Antitrust Compliance Officer shall be responsible for accomplishing the following activities:

1. distributing copies of this Final Judgment in accordance with section V above;
2. distributing, within 60 days from the entry of this Final Judgment, a copy of this Final Judgment to all officers and employees with responsibility for operating or managing terminals, negotiating BTL (or other terminal access) Agreements, overseeing compliance with BTL (or other terminal access) Agreements, or tenant carrier relations;
3. briefing annually the officers and employees described above on this Final Judgment.

VII

Certification

(A) Within 75 days after the entry of this Final Judgment, the defendant shall certify to the plaintiff that it has complied with IV(A) above, designated, an Antitrust Compliance Officer, and distributed the Final Judgment in accordance with Sections V and VI above.

(B) For each year of the term of this Final Judgment, the defendant shall file with the plaintiff, on or before the

anniversary date of entry of this Final Judgment, a statement as to the fact and manner of its compliance with the provisions of V and VI above.

VIII

Plaintiff Access

(A) To determine or secure compliance with this Final Judgment and for no other purpose, duly authorized representatives of the plaintiff shall, upon written request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

1. access during the defendant's normal office hours to inspect and copy all documents in the possession or under the control of the defendant, who may have counsel present, relating to any matters contained in this Final Judgment; and

2. subject to the reasonable convenience of the defendant and without restraint or interference from it, to interview officers, employees or agents of the defendant, who may have counsel present, regarding such matters.

(B) Upon the written request of the Assistant Attorney General in charge of the Antitrust Division made to the defendant's principal office, the defendant shall submit such written reports, under oath if requested, subject to any legally recognized privilege.

(C) No information or documents obtained by the means provided in Section VIII shall be divulged by the plaintiff to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

(D) If at the time information or documents are furnished by the defendant to plaintiff, the defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and defendant marks such material, "subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then 10 days notice shall be given by plaintiff to defendant prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which defendant is not a party.

IX

Further Elements of the Final Judgment

(A) This Final Judgment shall expire ten years from the date of entry.

(B) Jurisdiction is retained by this Court for the purpose of enabling the parties to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

(C) Entry of this Final Judgment is in the public interest.

Dated _____.

UNITED STATES DISTRICT JUDGE

United States District Court for the District of Columbia

United States of America, Plaintiff, vs.
Greyhound Lines, Inc. Defendant.

[Case Number: 1:95CV01852]

Judge: Royce C. Lamberth.

Date Stamp: 09/28/95.

Competitive Impact Statement

Pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act ("APPA"), 15 U.S.C. 16(b)-(h), the United States files this Competitive Impact Statement relating to the proposed Final Judgment submitted for entry with the consent of Greyhound Lines, Inc. in this antitrust proceeding.

I

Nature and Purpose of the Proceeding

On September 28, 1995, the United States filed a Complaint alleging that Greyhound Lines, Inc. ("Greyhound") had violated Section 1 of the Sherman Act, 15 U.S.C. 1. The Complaint challenges a provision in Greyhound's bus terminal leases that prohibit tenant bus companies from selling tickets for intercity bus transportation within a 25-mile radius of Greyhound's terminals. The effect of this provision, commonly known as the "25-mile rule," has been to restrict competition in the provision of intercity bus transportation service and in the sale of tickets for such service.

On September 28, 1995, the United States and Greyhound filed a Stipulation by which they consented to the entry of a proposed Final Judgment designed to eliminate the 25-mile rule and prevent Greyhound from using any similar restriction. Under the proposed Final Judgment, Greyhound would be required to remove the 25-mile rule from existing terminal leases and would be enjoined from taking actions to

impose similar restrictions on tenants in the future.

The United States and Greyhound have agreed that the proposed Final Judgment may be entered after compliance with the APPA. Entry of the proposed Final Judgment will terminate the action, except that the Court will retain jurisdiction to construe, modify, and enforce the Final Judgment, and to punish violations of the its provisions.

II

Description of the Alleged Violation

Greyhound is the only nationwide intercity but company providing bus transportation services for passengers and package express. Greyhound's total operating revenues for 1994 were approximately \$616 million.

Greyhound operates approximately 200 bus terminals throughout the United States. Many smaller bus companies operate out of Greyhound's terminals pursuant to agreements known as Bus Terminal License ("BTL") agreements. Currently, Greyhound has approximately 200 BTLs in effect with tenant bus companies in approximately 135 cities.

Under the terms of the BTLs, Greyhound acts as the tenant bus companies' exclusive ticket agent, and also provides other services, including baggage handling, package express handling, and maintenance of the terminal facilities. The tenant bus companies pay rents based on ticket sales, either in the form of a set commission on each ticket sold or a pro rata share of the costs of operating the terminal. If a tenant's sales fall below a certain level, it pays a minimum rental fee specified in the BTL. The BTLs are terminable by either party on 30-days notice.

In August of 1992, Greyhound notified its tenants that all existing BTLs were to be terminated effective September 30, 1992, and that those bus companies wishing to remain tenants of Greyhound would be required to execute a new standardized BTL. Following several months of negotiations, Greyhound and its tenants executed new BTLs, most of which became effective in the first half of 1993.

One of the new provisions contained in the current BTL agreements between Greyhound and its tenants is the 25-mile rule. The provision reads as follows:

Subject to Section 1, Licensee agrees that during the term hereof, it will use the Terminal as its major terminal in the City of _____ for the aforesaid operations and will not without the prior written consent of Company allow or permit any tickets or

busbills to be sold at any other place within a twenty-five (25) mile radius of the Terminal, other than the Terminal, or honor the tickets or busbills of any other carrier for such transportation which are sold within the said twenty-five (25) mile radius. Notwithstanding the foregoing, tickets or busbills of Licensee may continue to be sold, and Licensee may honor the tickets or busbills of other carriers which are sold, at any place within the twenty-five (25) mile radius where they are being sold as of the date of this Agreement. A list of such places where tickets or busbills of Licensee are sold within the twenty-five mile radius of the Terminal is appended to this Agreement as Appendix 3. If Licensee wishes to change any such place of sale of its tickets or busbills to another place within five (5) miles of such place and within the said twenty-five (25) mile radius of the Terminal, Licensee may make such change upon thirty (30) days written notice to Company. It is further understood that in all of Licensee's bus schedules and advertising pertaining to its aforesaid operations, the Terminal shall appear as the only place in the City of _____ where tickets or busbills are on sale.

The 25-mile rule prevents the tenant bus companies from selling bus tickets within a 25-mile radius of the Greyhound terminal in which they are a tenant, unless the location was grandfathered-in at the time the BTL was negotiated. The tenant bus companies are also prohibited from accepting bus tickets sold by any other carrier within the 25-mile area. Thus, tenant bus companies are prohibited from selling tickets at other bus terminals or stops, through travel agents, or by telephone from locations within the 25-mile radius.

The rule has anticompetitive effects in two types of markets: intercity bus service and ticket distribution services. The effects on intercity bus service are of great concern and occur when the tenant is an actual or potential competitor of Greyhound in the provision of intercity bus service (either alone or, more commonly, through interlining with another carrier) in at least some city-pairs. In addition, the rule eliminates competition in the distribution of bus tickets, making Greyhound the exclusive ticket agent in the 25-mile area.

Although most cities and towns are served by only the Greyhound terminal, in some larger metropolitan areas a second terminal exists. Bus companies often wish to serve more than one terminal in the same city in order to increase their opportunities to interline (exchange passengers) with other bus companies. Interlining benefits consumers by both increasing the number of destinations to which they have convenient connecting service and, in some cases, by giving consumers a

choice between competing bus companies for at least part of their trip. Because bus companies generally find it undesirable to operate out of a terminal if originating passengers cannot purchase tickets there, the 25-mile rule effectively prevents the tenants from operating from the second terminal. Indeed, by preventing Greyhound tenants from operating out of multiple terminals, the 25-mile rule may inhibit establishment of a second terminal. In addition, the 25-mile rule prevents tenant carriers from operating from non-terminal facilities that may be convenient for consumers, such as stops at airports, train stations, or college campuses. The 25-mile rule thus acts to prevent Greyhound's tenants from expanding their operations in ways that would significantly benefit consumers.

III

Explanation of the Proposed Final Judgment

The proposed Final Judgment is designed to eliminate the 25-mile rule from existing BTLs and to prevent future actions by the defendant to place similar restrictions on ticket sales or interlining by tenant bus companies. Greyhound is required to remove the 25-mile rule from each BTL within 60 days of the entry of the Final Judgment (Section IV(A)). Greyhound is enjoined from conditioning access to its terminals, directly or indirectly, on an agreement not to sell tickets outside the Greyhound terminal (Section IV(B)1), terminating or threatening to terminate a BTL where the purpose or effect is to prohibit outside ticket sales (Section IV(B)2), or discriminating against a tenant carrier in the terms and conditions of terminal access where the purpose or effect is to prohibit outside ticket sales (Section IV(B)3). Greyhound is also enjoined from refusing to interline with a carrier unless that carrier agrees to interline exclusively with Greyhound (Section IV(B)4).

Aside from the prohibition of the 25-mile rule or any similar restriction, the proposed Final Judgment does not limit Greyhound's ability to negotiate rents and other BTL terms with its tenants and to control terminal access (Section IV(C)). Within 60 days of entry of the proposed Final Judgment, Greyhound must provide each tenant bus company with a copy of the Final Judgment along with a written statement that the 25-mile rule is no longer in effect (Section V). The proposed Final Judgment further requires Greyhound to establish an antitrust compliance program (Section VI) and file an annual certificate of compliance with the

Government (Section VII). The plaintiff may also obtain information from the defendant concerning possible violations of the Final Judgment (Section VIII).

IV

Remedies Available to Potential Private Litigants

Section 4 of the Clayton Act, 15 U.S.C. 15, provides that any person who has been injured in his business or property as a result of conduct forbidden by the antitrust laws may bring suit in federal court to recover three times the damages suffered, as well as costs and reasonable attorneys fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. 16(a), the proposed Final Judgment has no *prima facie* effect in any subsequent private lawsuit that may be brought.

V

Procedure Available for Modification of the Proposed Final Judgment

The United States and defendant have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent. The APPA conditions entry upon the Court's determination that the proposed Final Judgment is in the public interest.

The APPA provides a period of at least 60 days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within 60 days of the date of publication of this Competitive Impact Statement in the Federal Register. The United States will evaluate the comments, determine whether it should withdraw its consent, and respond to the comments. The comments and the response of the United States will be filed with the Court and published in the Federal Register.

Written comments should be submitted to: Roger W. Fones, Chief, Transportation, Energy & Agriculture Section, Antitrust Division, U.S. Department of Justice, Judiciary Center Building, 555 Fourth Street NW., Rm. 9104, Washington, DC 20001.

VI

Alternative to the Proposed Final Judgment

The alternative to the proposed Final Judgment would be a full trial of the case against Greyhound. In the view of the Department of Justice, such a trial would involve substantial cost to the United States and is not warranted because the proposed Final Judgment provides relief that will remedy the violations of the Sherman Act alleged in the Complaint.

VII

Determinative Materials and Documents

There are no materials or documents that the United States considered to be determinative in formulating this proposed Final Judgment. Accordingly, none are being filed with this Competitive Impact Statement.

Dated: September 28, 1995.

Respectfully submitted,

Michael D. Billiel (D.C. Bar #394377),
Michele B. Felasco,
Attorneys, U.S. Department of Justice,
Antitrust Division, 555 Fourth Street, N.W.,
Washington, D.C. 20001, (202) 307-6666.

Certificate of Service

I hereby certify that I have caused a copy of the foregoing Competitive Impact Statement to be served on counsel for defendant in this matter in the manner set forth below:

By hand: Mark F. Horning, Esquire, Steptoe & Johnson, 1330 Connecticut Ave., N.W., Washington, D.C. 20036-1795, for defendant Greyhound Lines, Inc.

Dated: September 28, 1995.

Michael D. Billiel,
Antitrust Division, U.S. Department of Justice,
555 Fourth Street, N.W., Washington, D.C.
20001, (202) 307-6666.

[FR Doc. 95-25289 Filed 10-11-95; 8:45 am]

BILLING CODE 4410-01-M

DEPARTMENT OF LABOR

Office of the Secretary

Women's Bureau; Commission on Family and Medical Leave; Notice of Meeting

AGENCY: Office of the Secretary, Labor.

ACTION: Notice of public meeting.

SUMMARY: The Commission on Family and Medical Leave was established by an Act of Congress, the Family and Medical Leave Act, Public Law 103-3.

TIME AND PLACE: The meeting will be held on Wednesday, October 25, 1995,

from 9:30 am to 12 Noon, at the Department of Labor, 200 Constitution Avenue, N.W., Room C-5515, Seminar Room 1A and 1B (5th Floor).

PUBLIC PARTICIPATION: The meeting will be open to the public. It will be in session from 9:30 am to 12 Noon. Seating will be available to the public on a first-come, first served basis. Persons with disabilities, wishing to attend, should contact the Office of the Commission to obtain appropriate accommodations. Individuals wishing to submit written statements should send 16 copies to Ann Bookman, Acting Executive Director, Commission on Family and Medical Leave, Room S-3002, Frances Perkins Building, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. **FOR FURTHER INFORMATION CONTACT:** Ann Bookman, Telephone (202) 219-6611; Ext. 158.

Signed at Washington, D.C. this 6th day of October, 1995.

Ann Bookman,
Acting Executive Director, Commission on Leave.

[FR Doc. 95-25266 Filed 10-11-95; 8:45 am]

BILLING CODE 4510-23-M

Employment and Training Administration

Investigations Regarding Certifications of Eligibility To Apply for Worker Adjustment Assistance

Petitions have been filed with the Secretary of Labor under Section 221(a) of the Trade Act of 1974 ("the Act") and are identified in the Appendix to this notice. Upon receipt of these petitions, the Director of the Office of Trade Adjustment Assistance, Employment and Training Administration, has instituted investigations pursuant to Section 221(a) of the Act.

The purpose of each of the investigations is to determine whether the workers are eligible to apply for adjustment assistance under Title II, chapter 2, of the Act. The investigations will further relate, as appropriate, to the determination of the date on which total or partial separations began or threatened to begin and the subdivision of the firm involved.

The petitioners or any other persons showing a substantial interest in the subject matter of the investigations may request a public hearing, provided such request is filed in writing with the Director, Office of Trade Adjustment Assistance, at the address show below, not later than October 23, 1995.

Interested persons are invited to submit written comments regarding the